

# APPENDIX H

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

ROSS UNIVERSITY SCHOOL OF  
MEDICINE, LTD.,

Plaintiff,

vs.

CASE NO.  
09 CV 01410 (KAM) (RLM)

BROOKLYN-QUEENS HEALTH CARE, LTD  
and WYCKOFF HEIGHTS MEDICAL  
CENTER,

Defendants.

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DEPOSITION OF  
THOMAS SINGLETON

Taken on Behalf of the Plaintiff

July 8, 2011

(9:00 a.m. - 11:30 a.m.)

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Trine M. Mitchell, RPR

(615) 830-5544

Tennessee LCR No. 284  
Expires 6/30/2012

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## APPEARANCES:

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Also Present: David Hoffman

In-house Counsel for Wyckoff

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The deposition of THOMAS

SINGLETON, taken on behalf of the Plaintiff, on the 8th day of July, 2011, at the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee, for all purposes under the New York Rules of Civil Procedure.

The formalities as to notice, caption, certificate, et cetera, are waived. All objections, except as to the form of the questions, are reserved to the hearing.

It is agreed that Trine M. Mitchell, being a Notary Public and Court Reporter for the State of Tennessee, may swear the witness, and that the reading and signing of the completed deposition by the witness is not waived.

\* \* \*

THOMAS SINGLETON,  
was called as a witness, and after having been first duly sworn, testified as follows:

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## EXAMINATION

BY MR. TZANETOPOULOS:

Q. Thank you very much.

Mr. Singleton, would you state your full name and home address, please?

A. Thomas Wallace Singleton, 4564 Peytonsville Road, Franklin, Tennessee 37064.

Q. Have you given a deposition before?

A. Yes.

Q. How many times?

A. Lots.

Q. Yeah. You know the ground rules. I'll give you the very short version.

I'll obviously be asking questions, you'll be giving answers. Our court reporter will write down those answers. If, at any point, you don't hear me or understand me, let me know; all right?

A. (Indicating.)

Q. That's -- you have to answer out loud. You can't shake your body.

A. Yes. You're right. It's been a while. Yes.

Q. And if you need a break, let me know, and we'll be happy to accommodate that.

1 What did you do to prepare for your  
2 deposition today?  
3 A. Spent about an hour with Tom here  
4 yesterday.  
5 **Q. And Tom is Mr. Sear?**  
6 A. Yes.  
7 **Q. Anything else?**  
8 A. No.  
9 **Q. What's your present occupation?**  
10 A. Retired.  
11 **Q. How old are you, sir?**  
12 A. I will be 63 next Wednesday.  
13 **Q. Early happy birthday.**  
14 What's the highest level of education  
15 that you've attained?  
16 A. I have a master's, MBA, in finance.  
17 **Q. From what school did you receive the**  
18 **MBA?**  
19 A. University of Chicago.  
20 **Q. And what year?**  
21 A. '72.  
22 **Q. And you have bachelor's degree?**  
23 A. BA in math and economics from  
24 Vanderbilt in 1970.  
25 **Q. We'll take the short version, but if**

1 you could run us from when you got your MBA to  
2 when you retired, the short version of the Tom  
3 Singleton CV.  
4 A. All right. When I got out of graduate  
5 school, I came back to Nashville, went to work  
6 for an apparel company Genesco in 1974.  
7 January 1974, I entered the health care  
8 industry with Hospital Affiliates. Progressed  
9 with Hospital Affiliates, until they were  
10 purchased by HCA, Hospital Corporation of  
11 America, in 1981.  
12 Started a company, with a couple of  
13 other guys, in 1981 called Hospital Management  
14 Professionals. We built that company until  
15 1992, and we sold that company to Quorum and I  
16 went to work for Quorum.  
17 We had started a restructuring turn  
18 around division in Hospital Management  
19 Professionals in '89, which I was running and  
20 continued to run that for Quorum.  
21 In around 2001, 2002 -- well, I had  
22 a -- I left Quorum briefly for about 18 months,  
23 became CEO of a publicly traded company called  
24 New American Health Care. We liquidated that  
25 company and then I went back to work for

1 Quorum, running what had then become Cambio,  
2 which was the turn around company.  
3 In 2002, Triad bought Quorum, and Triad  
4 decided they wanted to sell the turn around  
5 business. So they sold it to the employees, by  
6 letting the employee buy out of the company in  
7 2002.  
8 We then sold that company in 2004 to  
9 FTI, and I worked with FTI until 2008, when I  
10 retired.  
11 Was that short enough?  
12 **Q. Just right.**  
13 You made reference to hospital turn  
14 around business. In layman's terms, what is  
15 that?  
16 A. Well, the way we did it, we would go in  
17 and typically take over the management of a  
18 financially distressed hospital, and turn  
19 that -- try to improve the earnings of that  
20 hospital to such an extent, over two to five  
21 years, they could either stand on their own or  
22 we would sell the hospital, sell the assets,  
23 the operating assets, to pay off the debt.  
24 Usually these were highly leveraged  
25 institutions. They were not-for-profit

1 hospitals, so they had no way of raising  
2 equity. They can only raise debt.  
3 So that's what we call turn around. We  
4 did other things related to that, but that was  
5 our primary business.  
6 **Q. In connection with your work at FTI**  
7 **Cambio, did you do work at Brooklyn-Queens**  
8 **Health Care and its affiliates?**  
9 A. Yes.  
10 **Q. What work?**  
11 A. Well, initially we did a consulting  
12 project between April -- I think it would be  
13 '07 to June of '07, trying to determine how  
14 deep the hole was, the financial hole.  
15 BQHC, Brooklyn-Queens Health Care, had  
16 just purchased out of bankruptcy Mary  
17 Immaculate and St. John's, and they had run  
18 into financial troubles, cash flow problems.  
19 So we were in there trying to determine how  
20 serious those cash flow problems were. That  
21 was the first task, I think, if I remember  
22 correctly.  
23 **Q. And then?**  
24 A. The way I recollect it is, the state of  
25 New York, which was funding BQHC -- BQHC had

10

12

two corporate entities; Wyckoff, which was an existing hospital; and Caritas, which was St. John's and Mary Immaculate. And St. John's and Mary Immaculate, Caritas, was having significant financial problems, cash flow problems. And state of New York was funding -- helping fund those cash flow problems.

And the state of New York decided that they needed -- that BQHC needed to bring in new management, and basically instructed them that if they wanted to continue to get funding from the state of New York, they had to bring in a turn around firm.

And so the board looked at a number of firms and selected our firm. One of the stipulations that the board made was that I would have to be CEO of BQHC, if they hired us, which was unusual. I didn't normally do that. I mean, I normally supervised a number of projects.

**Q.** So once you entered management at BQHC and its affiliates, you were full time there?

**A.** Yes.

**MR. TZANETOPOULOS:** Let me ask you to mark that one, two and three.

11

13

(The above-referred to document was thereupon marked Singleton Exhibit No. 1.)

(The above-referred to document was thereupon marked Singleton Exhibit No. 2.)

(The above-referred to document was thereupon marked Singleton Exhibit No. 3.)

**MR. LOUGHLIN:** Off the record.

(Discussion off the record.)

**BY MR. TZANETOPOULOS:**

**Q.** Mr. Singleton, let me show you three documents that the court reporter has marked as deposition exhibits. The first is marked as Deposition Exhibit 1, entitled Affiliation Agreement between Ross University School of Medicine and Brooklyn-Queens Health Care. It's been stamped with identification numbers Ross 56 through 67.

Exhibit 2 is entitled Amendment to Affiliation Agreement between Ross and Brooklyn-Queens Health Care, stamped Ross 52 through 54.

And Exhibit 3 is the Second Amendment to the Affiliation Agreement between Ross and Brooklyn-Queens Health Care, stamped BQHC 42911 through 917.

**1 Give you those three. Take a  
2 look, if you will, then I'll have a couple of  
3 questions**

**4 A.** You want me to look at them?

**5 Q.** Sure.

**6 MR. SEAR:** I would go with one,  
**7 first.**

**8 THE WITNESS:** Do you want me to  
**9 read? What --**

**10 MR. TZANETOPOULOS:** No. You can  
**11 just take a quick look at them and I'll take  
12 you through them all.**

**13 Off the record.**

**14 (Discussion off the record.)**

**15 BY MR. TZANETOPOULOS:**

**16 Q.** All right. Have you had a chance to  
**17 look at the three exhibits?**

**18 A.** Yes.

**19 Q.** I can direct your attention to  
**20 Exhibit 3, and that's the Second Amendment, and  
21 a side letter attached to the Second Amendment.**

**22 And at Page 5 of the Second Amendment,  
23 is that your signature?**

**24 A.** Yes.

**25 Q.** And on the last page of the exhibit,

**1 the signatures on the letter agreement, are  
2 those yours?**

**3 A.** Yes.

**4 Q.** If I can direct you back to the  
**5 original contract, Exhibit 1, the Affiliation  
6 Agreement between Ross and BQHC. And, in  
7 particular, to a provision in Exhibit B of the  
8 agreement, at page stamped Ross 64.**

**9 It says: In the event the hospitals  
10 are not operative and the university is not in  
11 material breach of the agreement, BQHC agrees  
12 to provide the university with an equivalent  
13 number of clerkships, as agreed to herein, at  
14 one or more of its other facilities.**

**15 See where I am?**

**16 A.** Uh-huh.

**17 MR. SEAR:** You have to say yes or  
**18 no.**

**19 THE WITNESS:** Yes.

**20 BY MR. TZANETOPOULOS:**

**21 Q.** At the time when you were serving in  
**22 hospital management, did Wyckoff provide  
23 clerkships for medical students at Wyckoff  
24 facilities?**

**25 A.** Yes.

1 Q. Did St. John's Hospital?

2 A. Yes.

3 Q. Did Mary Immaculate?

4 A. Yes.

5 Q. Were there any other BQHC facilities  
6 that provided clerkships to medical students?

7 A. No.

8 Q. On the Exhibit 2, the first Amendment,  
9 Paul Goldberg told us earlier this week that he  
10 had signed that at your direction.

11 Do you recall directing Mr. Goldberg to  
12 sign this contract?

13 A. No.

14 Q. Do you know why it was that he signed  
15 it rather than you?

16 A. My mother-in-law died during that time,  
17 and I took some time off. That's the only  
18 thing that I could guess that that might be why  
19 he signed it, but that's just a speculation.

20 Q. Okay.

21 A. I probably shouldn't do that.

22 Q. That's okay.

23 Were you Mr. Goldberg's boss at the  
24 time?

25 A. Yes.

1 BY MR. TZANETOPOULOS:

2 Q. Did FTI produce a report at the  
3 conclusion of the consulting project?

4 A. I believe we did, yes.

5 MR. TZANETOPOULOS: Please mark  
6 this.

7 (The above-referred to document  
8 was thereupon marked Singleton Exhibit No. 4.)

9 BY MR. TZANETOPOULOS:

10 Q. Mr. Singleton, let me show to you a  
11 document that the court reporter has marked as  
12 Deposition Exhibit Number 4. It's been stamped  
13 with identification BQHC 12550 through 12608.

14 MR. TZANETOPOULOS: Go off the  
15 record.

16 (Discussion off the record.)

17 MR. TZANETOPOULOS: You can do the  
18 next one too, please.

19 (The above-referred to document  
20 was thereupon marked Singleton Exhibit No. 5.)

21 BY MR. TZANETOPOULOS:

22 Q. Is Exhibit 4 a presentation prepared by  
23 you and your team?

24 MR. SEAR: Just for the record,  
25 note my objection, since this is a 57-page

1 Q. And the document's also been signed by  
2 Julius Romero. Were you Mr. Romero's boss  
3 ultimately at that time?

4 A. Ultimately, yeah.

5 Q. All right. You spoke earlier about a  
6 consulting phase of FTI in your work at the  
7 BQHC entities.

8 What work did you perform during that  
9 phase of the job?

10 A. Well, we looked at the liabilities and  
11 the cash flows to try to determine how much  
12 additional funding the state would be required  
13 to make in order to stabilize the organization.

14 Q. All right.

15 MR. LOUGHLIN: Did we have some  
16 specification about which hospital the  
17 consulting phase related to?

18 MR. TZANETOPOULOS: You'll get to  
19 ask questions, Pat.

20 MR. LOUGHLIN: Pardon me?

21 MR. TZANETOPOULOS: I said, you'll  
22 get your turn.

23 MR. LOUGHLIN: Just interested in  
24 the accuracy of the record.

1 document. I mean, he can do his best  
2 understanding, but I don't think he's in a  
3 position, in some absolute way, to answer that  
4 question.

5 But do the best you can.

6 THE WITNESS: We prepared a  
7 presentation. I cannot -- I mean, this has the  
8 appearance of that presentation. I can't  
9 testify exactly that this is the presentation,  
10 but we did prepare one that would have this  
11 format. I mean...

12 BY MR. TZANETOPOULOS:

13 Q. Any reason to think that this isn't  
14 something that you and your team presented to  
15 the board?

16 A. I don't think we presented it to the  
17 board. I may be mistaken about that. We  
18 presented it to the state, I think. That's my  
19 recollection, but...

20 Q. All right.

21 A. Okay.

22 Q. And to whom at the state do you believe  
23 you made that presentation?

24 A. Oh, I don't know. A whole group of  
25 people from the state health department. I

18

20

1 don't remember their names particularly.

2 **Q. Let me show you a document that the**  
3 **court reporter has marked as Exhibit 7.**

4 MR. LOUGHLIN: I think we're on  
5 five, if it's the financial statement.

6 MR. SEAR: Yes, it's five.

7 BY MR. TZANETOPOULOS:

8 **Q. And let me just tell you that we have,**  
9 **in this exhibit, stuck together two financial**  
10 **statements; the audited financial statements**  
11 **for Caritas, for year ended December 31, 2007,**  
12 **and the audited financials for Wyckoff for that**  
13 **same period.**

14 **Let me direct your attention -- let me**  
15 **ask another question first.**

16 **Did you, or people that worked for you,**  
17 **provide information to the auditors for the**  
18 **financial statements during this period?**

19 A. Yes.

20 **Q. As part of your tasks, would it be one**  
21 **of your tasks to review the audited financial**  
22 **statements when they came out?**

23 A. That would be in the normal course of  
24 business, yes.

25 **Q. If I can direct you to Page 18 of the**

19

21

1 Caritas financials; in particular, Note 4, the  
2 deferred revenue note.

3 A. Okay.

4 **Q. Is the -- well, it says: The \$5**  
5 **million in advances were received from Ross on**  
6 **December 26; and four million -- or**  
7 **December 26, 2006; \$4 million received from**  
8 **Ross on December 5, 2007.**

9 **Is the \$5-million figure, that was**  
10 **received from Ross referred to here, the**  
11 **\$5 million that was paid under the original**  
12 **Affiliation Agreement?**

13 A. I don't know.

14 **Q. Is the \$4 million, the four million**  
15 **paid under the first Amendment?**

16 A. I don't have any recollection whether  
17 that's true or not.

18 **Q. All right. You were aware that there**  
19 **had been advances paid under these contracts?**

20 A. Yes.

21 **Q. The -- note the financial reflects**  
22 **advances from Ross and advances from the**  
23 **American University of the Caribbean.**

24 **Did Caritas provide medical clerkships**  
25 **at this period to any other medical school?**

1 A. I don't know. I don't remember for  
2 sure.

3 **Q. If I can direct you back to the slides**  
4 **in Exhibit 4.**

5 A. Okay. That's the four.

6 **Q. In particular, Page 11.**

7 **Is it correct that the material that**  
8 **follows this was information that considered**  
9 **what might happen if the board decided to close**  
10 **Mary Immaculate Hospital and operate only**  
11 **St. John's?**

12 MR. LOUGHLIN: Can I have a  
13 continue objection to the use of the term  
14 board, without the specification which entity  
15 we're talking about?

16 MR. TZANETOPOULOS: Sure.

17 MR. LOUGHLIN: It's just going to  
18 confuse the record.

19 MR. TZANETOPOULOS: Sure.

20 THE WITNESS: Based on the title,  
21 I would say yes.

22 BY MR. TZANETOPOULOS:

23 **Q. And if I can direct you to Pages 17 and**  
24 **18. Mr. Goldberg told us Monday that he**  
25 **thought this was material that you would have**

1 **been responsible for putting together.**

2 **Was he correct?**

3 A. You talking about, specifically, 17 and  
4 18? Are you talking about in general?

5 **Q. Seventeen and 18, in particular.**

6 MR. SEAR: Object to form.

7 Your memory would be better than  
8 mine, but I'm not sure that Mr. Goldberg so  
9 testified. The record will reflect whatever it  
10 is.

11 But answer it as best you can.

12 THE WITNESS: If this is the  
13 report that we produced and gave to the state  
14 of New York, or presented to the state of New  
15 York, then I would have had overall  
16 responsibility for what went into this report.

17 BY MR. TZANETOPOULOS:

18 **Q. All right. If I can turn you to**  
19 **Page 18 -- or direct you to Page 18. The**  
20 **bottom bullet on that page reads: The**  
21 **\$8.5 million of deferred revenue accrued for**  
22 **medical student education will be amortized by**  
23 **later rotations done at SJQH and Wyckoff with**  
24 **no impact on cash flow.**

25 **See where I am?**



1 A. Yes.

2 Q. SJQH is St. John's Hospital?

3 A. St. John's Queens Hospital, yeah.

4 Q. The presentation -- why is it that --  
5 let me ask it differently.

6 Was the point that medical student  
7 education, if St. John's closed, would be  
8 provided at -- I said that wrong. Let me  
9 strike that, say it over.

10 Is the point reflected on Page 18 of  
11 the exhibit -- that medical student education  
12 would be amortized by rotations at St. John's  
13 and Wyckoff, if Mary Immaculate were closed --  
14 in part, based on understanding that the  
15 contract that we marked as Exhibit 1 provides  
16 for provision of clerkships at other  
17 facilities, if the hospital closed?

18 MR. LOUGHLIN: Objection, form.

19 THE WITNESS: Can you read back  
20 that question?

21 (The question was read back by the  
22 reporter.)

23 THE WITNESS: No.

24 I'm sorry. Did --

25 MR. LOUGHLIN: I was going to

1 Q. And the plan proposed here does not  
2 show those amortizations to medical student  
3 clerkships at both St. John's and at Wyckoff,  
4 correct?

5 A. This assumption seems to say that, yes.

6 Q. What was the basis of amortizing --  
7 planning to amortize clerkships for those sums  
8 at Wyckoff?

9 A. Because -- what it says, so it would  
10 have no impact on cash flow for the total  
11 organization.

12 Q. And why would doing the rotations in  
13 that fashion have no impact on cash flow?

14 A. Well, if we couldn't provide the  
15 clerkships, then we would have to -- my  
16 understanding of the contract -- refund money,  
17 which would be a negative impact on cash flow.

18 If we could provide the total  
19 clerkships at the two remaining hospitals, then  
20 we would not have to refund money and would not  
21 have a negative impact on cash flow.

22 So that was -- these are assumptions.

23 It says assumptions. So that was the  
24 assumption that we made to do this analysis.

25 Q. Why were you considering closing Mary

1 object to the foundation and the fact that the  
2 question was incomprehensive, even to me.

3 THE WITNESS: I'm sorry. I  
4 thought I understood it.

5 MR. LOUGHLIN: It's up to you.  
6 It's up to you. You're the witness.

7 THE WITNESS: Okay.

8 BY MR. TZANETOPOULOS:

9 Q. All right. The eight and a half  
10 million dollars -- is Ross' prepayment for  
11 medical clerkships included in the eight a half  
12 million that's referred to here?

13 A. I would assume so. My recollection of  
14 exactly what makes up that eight and a half  
15 million dollars four years ago is -- you know,  
16 but I would assume that whatever they paid is  
17 in the eight and a half.

18 Q. All right. And when you talked  
19 about -- or when the presentation speaks of  
20 amortizing later rotations, in layman's terms,  
21 what does that mean?

22 A. Well, they prepaid. And for that  
23 prepayment, the corporation had committed to  
24 take so many students over a certain period of  
25 time, to amortize that prepayment.

1 Immaculate, but not St. John's?

2 MR. LOUGHLIN: Object to the form.

3 Witness said these are  
4 assumptions. This is an analytic piece. It's  
5 not an operational piece.

6 MR. SEAR: Just ignore all the  
7 commentary. Just answer the question.

8 THE WITNESS: Mary Immaculate was  
9 a older facility. It was a larger cash flow  
10 loss. And there was some thinking that if we  
11 closed Mary Immaculate, some of those patients  
12 would go to St. John's and help St. John's be a  
13 positive. Which, at the current time we were  
14 looking at this, they were both negative cash  
15 flow.

16 So that was the reason why we were  
17 considering that.

18 BY MR. TZANETOPOULOS:

19 Q. Ultimately, did the boards, any of the  
20 affiliate boards -- let me ask a different one.

21 What was your recommendation, when you  
22 concluded your consulting project, about what  
23 to do with these hospitals?

24 A. I don't recollect that that was part of  
25 our assignment.



26

28

1 Our assignment, the way I recollect it,  
2 was the state wanted to know what it was going  
3 to cost under various assumptions, and that's  
4 what we tried to do here; is present to the  
5 state how much funding would be required,  
6 depending on what they chose to do, what the  
7 board chose to do, along with the consulting  
8 with the state.

9 **Q. Between the boards and the state, was a**  
10 **decision made about how to move forward?**

1 A. Not finally, while I was there.

2 **Q. At least for a period of time, did they**  
3 **attempt to operate both hospitals?**

4 A. Yes.

5 MR. LOUGHLIN: When you say they,  
6 I'll repeat my continuing objection to the fact  
7 that there's a lack of specification, you know,  
8 to the particular board, or other entity or  
9 other decision maker.

10 THE WITNESS: Excuse me. I'll  
11 turn it off.

12 MR. LOUGHLIN: Off the record.

13 (Discussion off the record.)

14 BY MR. TZANETOPOULOS:

15 **Q. All right. If I recall correctly,**

27

1 **Mr. Singleton -- and you can correct me on the**  
2 **timing -- you said about June or so you were**  
3 **engaged to run the hospitals?**

4 A. I think it was middle of July.

5 **Q. All right. Of 2007?**

6 A. Of 2007.

7 **Q. What was FTI's role, once you were**  
8 **engaged to do that?**

9 MR. SEAR: Object to form.

10 Answer it as best you can.

11 THE WITNESS: Well, I mean,  
12 basically, we were -- we had the CEO, CFO  
13 functions, and other functions, reporting to  
14 the board of the three hospitals.

15 Actually, there was -- Caritas was  
16 one corporation that had both St. John's and  
17 Mary Immaculate that had a board, Wyckoff had a  
18 board; and then BQHC was the parent board. And  
19 we basically reported to all three, and we were  
20 responsible for the day-to-day operations of  
21 the hospitals.

22 MR. TZANETOPOULOS: Mark that one,  
23 please.

24 (The above-referred to document  
25 was thereupon marked Singleton Exhibit No. 6.)

1 BY MR. TZANETOPOULOS:

2 **Q. In particular, what were your jobs at**  
3 **the hospitals at that time?**

4 MR. SEAR: You mean his  
5 personally?

6 MR. TZANETOPOULOS: Yes. Tom  
7 Singleton's job at each of the three entities?

8 THE WITNESS: I was CEO of the  
9 three hospitals and BQHC.

10 MR. TZANETOPOULOS: Mark that one  
11 next.

12 (The above-referred to document  
13 was thereupon marked Singleton Exhibit No. 7.)

14 BY MR. TZANETOPOULOS:

15 **Q. Mr. Singleton, the court reporter has**  
16 **marked as Exhibits 6 and 7, two contracts. I**  
17 **kindly direct your attention to the signature**  
18 **page of Exhibit 6.**

19 A. Okay.

20 **Q. Is that yours?**

21 A. Yes. Yes, that is my signature.

22 **Q. And above that, is that Dominick Gio on**  
23 **behalf of Wyckoff?**

24 A. It looks like it. I mean, I can't  
25 testify that's his signature. It does say, I

29

1 think -- underneath, it says his name.

2 **Q. Who is Mr. Gio, or what was his**  
3 **position at that time?**

4 A. He was -- I believe he was CEO of  
5 Caritas and Wyckoff at that time.

6 **Q. And then, Exhibit 7, it's the other**  
7 **contract.**

8 A. Okay.

9 **Q. In the signature block, is that your**  
10 **signature for FTI?**

11 A. Yes. That is my signature.

12 **Q. And it shows Emil Rucigay on behalf of**  
13 **the other entities.**

14 **Who was Emil Rucigay at that time; what**  
15 **was his role?**

16 A. He was chairman of the board of each of  
17 the three corporations.

18 **Q. There are two agreements, in pretty**  
19 **short order, between FTI and the entities.**  
20 **Why -- why were there two?**

21 A. I have no recollection as to why. I  
22 was just wondering that myself.

23 **Q. If I can direct your attention, please,**  
24 **to -- in Exhibit 7, Page 11.**

25 A. Uh-huh.

1 Q. Under the fees section, it says BQHC  
2 will pay FTI Cambio. And there's some  
3 provisions for allocation lower down, and the  
4 reimbursement section. Again, BQHC will  
5 reimburse FTI Cambio.  
6 Why was it that BQHC was to do the  
7 paying?  
8 A. I have no recollection as to why.  
9 Q. Did BQHC, while you were at the  
10 hospitals, have any assets?  
11 A. It is my recollection they did not.  
12 Q. Who actually paid FTI?  
13 A. I have no recollection of that.  
14 Q. Were you present during any of the  
15 meetings between the hospital, either  
16 management or boards, and the state, where the  
17 state described what the state officials wanted  
18 your authority to be?  
19 A. Yeah.  
20 MR. LOUGHLIN: Objection to form.  
21 You have to specify which hospital  
22 you're talking about.  
23 MR. TZANETOPOULOS: Any of them.  
24 THE WITNESS: Yes.  
25

1 BY MR. TZANETOPOULOS:  
2 Q. All right. Who from the hospitals --  
3 hospital entities was there?  
4 A. Typically it would be Mr. Rucigay, Rick  
5 Zall, who was the outside counsel for the  
6 hospital. Mr. Hoffman was there for some of  
7 them. I can't remember if anybody else from  
8 the hospital.  
9 I mean, there would be people from our  
10 team, FTI. Paul Goldberg, people like that,  
11 that were FTI people who fill roles at the  
12 hospital.  
13 Q. And during those meetings, what did the  
14 state say they wanted FTI's authority to be?  
15 MR. SEAR: Object to form.  
16 Answer it as best you can.  
17 MR. LOUGHLIN: Object to form.  
18 THE WITNESS: They expected us to  
19 run those three hospitals, operate those three  
20 hospitals. Make decisions a CEO would make;  
21 and if the board didn't go along with us, then  
22 we're to report to the state.  
23 It's as simple as I can put it.  
24 BY MR. TZANETOPOULOS:  
25 Q. And during the course of those

1 meetings, did the state officials say the  
2 continued financial aid to Caritas, Wyckoff or  
3 both depended upon you being given that  
4 authority?  
5 A. I think that was explicit and implicit  
6 in what they were doing.  
7 Q. During the meetings from which you were  
8 present, did the representatives from the  
9 hospital entities agree to give FTI that  
10 authority?  
11 MR. SEAR: Object to form.  
12 Answer it as best you can.  
13 MR. LOUGHLIN: Object to form.  
14 THE WITNESS: It's my recollection  
15 they did, yes.  
16 BY MR. TZANETOPOULOS:  
17 Q. Once you began in July of 2007, were  
18 you the top official at -- top management  
19 official at Caritas?  
20 MR. LOUGHLIN: Object to form.  
21 THE WITNESS: At Caritas?  
22 MR. TZANETOPOULOS: Yes, sir.  
23 THE WITNESS: Yes, at Caritas.  
24 BY MR. TZANETOPOULOS:  
25 Q. Did everybody else at Caritas, during

1 that period, report to you, or through somebody  
2 to you?  
3 A. Yes.  
4 Q. During the period of time while you  
5 were there, following July of 2007, was that  
6 also true at Wyckoff?  
7 A. Yes, on paper. Probably actually  
8 didn't take place at Wyckoff for a few months.  
9 Q. At some point, were you the top  
10 management official at Wyckoff as well?  
11 MR. LOUGHLIN: Object to form.  
12 THE WITNESS: Yes.  
13 BY MR. TZANETOPOULOS:  
14 Q. During what period?  
15 A. I can't recollect exactly.  
16 Q. It was within a few months of  
17 July 2007?  
18 A. Probably. It would have been whenever  
19 Mr. Gio left. It was pretty clear then.  
20 In effect, it was true from the  
21 beginning. But as long as he was there, you  
22 know, obviously there was some question in some  
23 people's mind.  
24 Q. Did you also have that same position at  
25 BQHC?

34

36

MR. LOUGHLIN: Object to form.

THE WITNESS: On paper, but there was -- I mean, there was nothing at BQHC. I mean, yes.

BY MR. TZANETOPOULOS:

**Q. Did you report to each of the boards; BQHC's, Caritas' and Wyckoff's?**

A. Yes.

**Q. Was there anyone between you -- in the reporting chain, between each of the boards and you; or did you report directly to the boards?**

A. I reported directly to the board -- boards.

**Q. Did you sign contracts on behalf of Wyckoff?**

A. Yes.

**Q. And did you sign contracts on behalf of Caritas?**

A. Yes.

**Q. And did you sign contracts on behalf of BQHC?**

A. It's my recollection that I did, or had the authority to do that. I can't recollect whether we actually ever signed the contract from BQHC.

1 I understand that may not be  
2 self-explanatory, but don't go into the  
3 substance of your communications with counsel  
4 relating to these matters, unless I  
5 specifically tell you to.

6 THE WITNESS: Okay.

7 MR. SEAR: So I think we're in the  
8 middle of a question and an answer, and maybe  
9 it will be helpful that we ought to read the  
10 question back. And if you have anything you  
11 need to add, you should add it.

12 (The question and answer were read  
13 back by the reporter.)

14 THE WITNESS: And Mr. Rucigay, who  
15 I also talked to constantly.

16 Now, this is all subject to board  
17 approval at certain levels, okay? But that's  
18 the standard. I'm the CEO. I'm the guy that  
19 signs the contracts usually.

20 MR. TZANETOPOULOS: And let me get  
21 back --

22 THE WITNESS: Can I confer with my  
23 attorney?

24 MR. TZANETOPOULOS: Absolutely.

25 MR. SEAR: Sure.

35

37

**Q. What made you think that you had authority to sign contracts on behalf of each of those entities?**

A. Because that's normal operating procedures and situations like this for me. Rick Zall made it very clear to me, who I had talked to constantly.

MR. LOUGHLIN: I'm going to object --

THE WITNESS: What?

MR. LOUGHLIN: I have to object on privilege grounds, if you were going to move into discussing any communications between you and Mr. Zall, who was outside counsel for Wyckoff during this period.

MR. SEAR: Okay. And let me say, we're following the direction of counsel for the hospitals. And, Mr. Singleton, you should not, absent a specific direction to the contrary, go into the substance of communications between you and counsel for the hospitals, whether it's inside counsel or outside counsel. But you may disclose the fact of conversations that you had concerning different subject matters.

1 MR. LOUGHLIN: Or we can jump out,  
2 if you want.

3 MR. SEAR: No. We can go out.  
4 (Discussion off the record.)

5 MR. TZANETOPOULOS: And let me, on  
6 the record with opposing counsel -- as I  
7 understand it, Mr. Loughlin, the position of  
8 defendants in this case is Mr. Singleton was  
9 not an authorized agent or an employee of BQHC  
10 or Caritas or Wyckoff. So what is the basis of  
11 the privilege?

12 MR. LOUGHLIN: I don't think we  
13 have to specify. But it's fairly clear that  
14 the witness testified he was operating in  
15 the -- a variety of management functions at  
16 Caritas, Wyckoff and BQHC.

17 And he said, in that capacity, in  
18 response to your questions, that he consulted  
19 with counsel who was representing one or more  
20 of those entities. It seems obvious.

21 MR. TZANETOPOULOS: All right.  
22 And I understand his testimony, but your  
23 position has been to the contrary.

24 So, again, I'm going to ask you to  
25 put on the record the basis for an

1 attorney/client privilege as between  
2 Mr. Singleton and counsel for the hospital.  
3 MR. LOUGHLIN: Well, I think I  
4 just did.

5 MR. TZANETOPOULOS: I disagree.  
6 BY MR. TZANETOPOULOS:

7 **Q. Who was Mr. Zall?**

8 A. He was a partner with a large law firm  
9 in New York City.

10 **Q. Proskauer Rose?**

11 A. That's it. Proskauer Rose, who was  
12 very involved with BQHC, Caritas and Wyckoff,  
13 particularly in advising them on legal matters,  
14 and also involving the relationship with the  
15 state; which obviously was very critical then.

16 **Q. Could the Caritas hospitals operate  
17 without state aid?**

18 A. At that time?

19 **Q. Yes, sir.**

20 A. No.

21 **Q. Was Mr. Zall the hospital's legal  
22 counsel already at the time that you began  
23 there?**

24 A. Yes.

25 **Q. What did Mr. Zall tell you about your**

1 **people?**

2 A. Right. Correct. That is the issue.

3 **Q. Did the boards know that you were  
4 signing contracts on behalf of each of the  
5 entities?**

6 A. Yes.

7 **Q. Did they object to you doing so?**

8 A. No.

9 **Q. How did they know that?**

10 A. Because most of the contracts I would  
11 have signed, I got approval by the board  
12 before. Or certainly communicated with  
13 Mr. Rucigay, who was my main contact with the  
14 board outside the board meetings.

15 (A document was thereupon marked  
16 Singleton Exhibit No. 8.)

17 THE WITNESS: Can I take a break?

18 MR. TZANETOPOULOS: Absolutely.

19 You can indeed.

20 (Discussion off the record.)

21 BY MR. TZANETOPOULOS:

22 **Q. All right. Back on the record.**

23 **Mr. Singleton, the court reporter has  
24 handed you a document that she's marked as  
25 Exhibit 8. And it's an e-mail string. You're**

1 **authority?**

2 MR. LOUGHLIN: Objection,  
3 privileged.

4 MR. SEAR: I'm going to direct the  
5 witness not to answer, totally pursuant to the  
6 position taken by the hospitals. I want to  
7 make clear, we're completely a third party  
8 here. But at the request of, and in light of  
9 the position taken by counsel, that's why we're  
10 doing that.

11 So don't answer the question.

12 BY MR. TZANETOPOULOS:

13 **Q. During your time at the hospitals, did  
14 you hire and fire employees, or direct others  
15 to do so?**

16 A. Yes.

17 **Q. Did the boards know that you were  
18 hiring and firing employees?**

19 A. Yes.

20 **Q. Did anybody object to you doing so?**

21 A. Not on principle. But in specific  
22 cases, there might have been board objections.  
23 I can think of one in particular.

24 **Q. Is it correct that they disagreed with  
25 your decision, but not your authority to fire**

1 **in there sometimes. And it's been Bates  
2 labeled BQHC 19857 through 19861.**

3 **If we go to the page that's marked  
4 19859, looks like that's the first one from a  
5 fellow named Julius Romero to Richard Sarli,  
6 David Hoffman and you.**

7 **What was Mr. Romero's job?**

8 A. Oh, he was kind of the coordinator of  
9 all these clerkship slots that we had to  
10 people. They would come in, he would get them  
11 acclimated. He ran the program, in a sense, on  
12 a day-to-day basis.

13 **Q. And the clerkship slots would be  
14 clerkships for students at medical schools?**

15 A. Yeah.

16 **Q. And it is correct, is it not, that the  
17 arrangement between the hospital entities and  
18 medical schools where students were clerks  
19 there, were the medical schools paid the  
20 hospitals for the privilege of sending these  
21 students through these clerkships?**

22 A. Yes.

23 **Q. During the time that you were at the  
24 hospitals, did Mr. Romero play a role in  
25 negotiating those contracts with the medical**

1 schools?

2 A. Yes.

3 Q. What was his role?

4 A. He was kind of the front line contact  
5 person. He was very familiar with the  
6 arrangements. He would advise me on what was  
7 possible, what could be done.

8 Q. And this e-mail string looks like he's  
9 doing just that, correct, advising you about  
10 possible alternatives for these contracts?

11 A. Uh-huh.

12 Q. You have to use words.

13 A. Yes. Sorry.

14 Q. Let's discuss, in this instance, what  
15 some of what you and Mr. Romero are e-mailing  
16 about.

17 If I could direct your attention to  
18 that same page, 19859, he writes that attached  
19 is an AUC's counter offer. Speaks of interest  
20 being rolled over, and a cap being relaxed.

21 What was the point with respect --

22 A. I'm not -- I don't see where you are,  
23 I'm sorry.

24 Q. Okay. Right here.

25 A. Oh. I'm sorry. So what's your

1 Plan B.

2 Did you understand his Plan B to be --  
3 that one possibility was returning the  
4 \$3.2 million of prepayment that the hospital  
5 had from AUC, and selling those same slots to  
6 Ross for \$4.5 million?

7 A. I don't remember the exact numbers, but  
8 that was -- that strategy was discussed.

9 Q. And if we go back to Page 19859, I  
10 guess the preceding page there is your response  
11 to him at the top; is that correct?

12 A. So you're saying that on Page 58.

13 Q. Starting at 58, onto 59, that's your  
14 response.

15 A. That's why you think it's from me,  
16 because of what's over on 58?

17 Q. Yes, sir. And the comment.

18 A. Sounds like me. Tough to beat, yes. I  
19 think that's probably -- I don't remember it.  
20 I don't remember specifically saying that, but  
21 that seems like would be my response.

22 Q. All right. And the 1.3 million you  
23 discussed, that would be the difference between  
24 4.5 million Ross was being -- or was offering  
25 to pay, and the 3.2 that Caritas -- or strike

1 question?

2 Q. He talks about interest being rolled  
3 over.

4 What's the point there? Is that  
5 interest on their prepayment?

6 A. I believe so, that there was some  
7 sort -- in the contract, there was some sort of  
8 requirement to potentially pay interest on  
9 their prepayment. You know, that's my  
10 recollection -- that's my recollection.

11 Q. All right. Did the contract with AUC  
12 put a limit on the number of medical school  
13 clerkships that could be provided at St. John's  
14 and Mary Immaculate? Is that the cap that's  
15 being discussed here?

16 A. Again, it's my recollection that is  
17 correct.

18 Q. Mr. Romero writes, a little further  
19 down: In reaction, we have quietly discussed  
20 options, Plan B, and received feedback from  
21 Ross University.

22 Then he writes: Ross is offering  
23 Caritas 4.5 million for AUC's share of Caritas  
24 slots, Plan B.

25 Go to the next page. He lays out his

1 that. Let me start again.

2 \$1.3 million you discuss here would be  
3 the difference between the 4.5 million Ross was  
4 offering to pay, and the 3.2 that AUC had in in  
5 prepayment?

6 A. I think the 3.2 would include accrued  
7 interest and other things. But, I mean, I'm  
8 just -- you know, that's my -- I don't have any  
9 recollection of the numbers, as I've already  
10 said. But looking -- the 1.3 is clearly the  
11 difference. And the 3.2 would have been the  
12 total cost of exiting the Ross -- the AUC  
13 contract, per the contract.

14 Q. And so, as best you can put together  
15 now, the discussion at this point is that you  
16 could come away with \$1.3 million more, if you  
17 cashed out AUC and replaced AUC with Ross here.

18 A. Plus, we'd have additional slots to  
19 sell, based on what I said on Page 59.

20 Q. All right. And that would be that if  
21 you took AUC out, and replaced it with Ross,  
22 the cap you discussed would be eliminated,  
23 correct?

24 A. I don't recollect that. I recollect  
25 there was a cap.



1 Q. Right.  
2 A. I don't recollect that that's what this  
3 is referring to, but it's possible.  
4 Q. Now, if we can go to the front page of  
5 the exhibit -- all right. Before we do that, I  
6 apologize. Let's go back to your e-mail to  
7 Mr. Romero.  
8 A. On 59?  
9 Q. Yes, sir.  
10 You ask: What is the downside to Plan  
11 B?  
12 A. Where is that?  
13 Q. Right here.  
14 A. Okay. I see.  
15 Q. And if we move forward in the e-mail  
16 string, he apparently responds. And I'm, in  
17 particular, looking at the e-mail from him to  
18 you, Thursday, October 25, 2007 at 11:37 p.m.  
19 A. Okay. All right.  
20 Q. Take a minute, look through it.  
21 A. Okay.  
22 Q. All right. And he sets out his Plan B  
23 scenario, which reads: AUC is pulled out of  
24 Caritas. Ross gets exclusivity for the next  
25 three years, coma, plus options year four and

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1 A. Uh-huh.  
2 Q. -- to the agreement between Ross and  
3 BQHC.  
4 Did you personally participate in any  
5 of the negotiations with Ross over that  
6 contract?  
7 A. Over this Amendment?  
8 Q. Yes, sir.  
9 A. I don't recollect. I assume that I  
10 did. It would be something that I would  
11 normally do, but I don't recollect doing it  
12 specifically.  
13 Q. Would it be your regular practice to  
14 check off with the hospital's legal counsel  
15 before entering into a contract like Exhibit 2?  
16 A. Absolutely.  
17 MR. LOUGHLIN: Object to the form.  
18 BY MR. TZANETOPOULOS:  
19 Q. Did you do so in this instance?  
20 A. If I don't recollect -- I mean, I don't  
21 have any recollection of doing that  
22 specifically, but that would be my normal  
23 course of action.  
24 Q. All right. If I could direct your  
25 attention to Exhibit 3. It's the Second

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1 five, period. We get 1.3 million, period.  
2 In a worst-case scenario, a fallout by  
3 the residency programs or institutions will  
4 make us responsible for unamortized payments,  
5 plus interest of up to 9.5 million, paren,  
6 initial five million, plus 4.5 million, closed  
7 paren, period. Slots lost at Caritas are  
8 guaranteed at Wyckoff, as per both contracts.  
9 Did you understand Mr. Romero to be  
10 telling you that, if you entered into this  
11 deal, the initial \$5 million Ross contract, and  
12 the 4.5 million proposal, would be guaranteed  
13 at Wyckoff if Caritas couldn't perform?  
14 A. Can you repeat that for me?  
15 (The question was read back by the  
16 reporter.)  
17 THE WITNESS: I don't recollect  
18 what I understood. I mean, I can read what  
19 this says, but I don't recollect what I  
20 understood at the time. I don't recollect this  
21 e-mail, but I assume it's a legitimate e-mail  
22 string.  
23 BY MR. TZANETOPOULOS:  
24 Q. If I can direct your attention back to  
25 Exhibit 2. That's the Amendment --

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1 Amendment, or the letter. Here you go.  
2 Did you personally participate in  
3 negotiations with Ross over the contract in the  
4 letter of Exhibit 3?  
5 A. I have no recollection of whether I did  
6 or did not.  
7 Q. Now, do you recall -- I know the  
8 answer, but I'll ask anyway.  
9 Do you recall any discussions with  
10 anybody at Ross about any of these affiliation  
11 agreements?  
12 MR. SEAR: Object to form. Which  
13 agreements are we talking about?  
14 MR. TZANETOPOULOS: Any of he  
15 them. The original, the Amendment, the Second  
16 Amendment.  
17 MR. SEAR: Let me object to that  
18 question. I think it's such a sweeping  
19 question.  
20 But answer it as best you can.  
21 MR. LOUGHLIN: I'll also object.  
22 I mean, the first one was signed in  
23 December 2006 --  
24 THE WITNESS: That's what I was  
25 going to say.

1 MR. LOUGHLIN: -- before  
2 Mr. Singleton was on the scene.

3 THE WITNESS: I had nothing to do  
4 with the first one, because it was signed  
5 before I got there.

6 I do not have -- I do have  
7 recollections of meeting with the officials  
8 from Ross, at least coming in and shaking their  
9 hands and saying hello to them. And I think it  
10 was at a Wyckoff -- in the Wyckoff conference  
11 room. Because, as I've already mentioned, Tom  
12 Sheppard, who I have a relationship with a long  
13 time ago, I remember meeting him.

14 Now, I have no recollection of  
15 whether I actually was in the negotiations of  
16 these contracts or not. But normally -- I  
17 certainly normally would have approved them,  
18 but I don't have any recollection about whether  
19 I negotiated -- actually did the negotiations.

20 BY MR. TZANETOPOULOS:

21 Q. Well, let's go ahead and close out on  
22 the Second Amendment, Exhibit 3.

23 Was it your normal practice to check  
24 off with the hospital's legal counsel before  
25 signing contracts like that in Exhibit 3?

1 MR. LOUGHLIN: Objection. Object  
2 to form.

3 MR. SEAR: You may answer.

4 THE WITNESS: Yes, I would never  
5 sign anything unless legal counsel told me to  
6 do that.

7 BY MR. TZANETOPOULOS:

8 Q. Do you remember doing so here?

9 A. Again, I have no specific recollection  
10 of doing that, but that would be my normal  
11 course of action.

12 (A document was thereupon marked  
13 Singleton Exhibit No. 9.)

14 BY MR. TZANETOPOULOS:

15 Q. Mr. Singleton, during your time at  
16 these hospitals, was it your practice to attend  
17 the Wyckoff Heights Board of Trustees meetings?

18 A. Yes.

19 Q. Was it your practice to attend the  
20 Caritas Board of Trustees meetings?

21 A. Yes.

22 Q. Was it your practice to attend the  
23 Brooklyn-Queens Health Care Board of Trustees  
24 meetings?

25 A. Yes.

1 Q. The court reporter has handed you a  
2 document that she marked as Exhibit 9. It's  
3 the minutes from the December 20, 2007 Board of  
4 Trustees meetings. It reflects that you were  
5 there, and Mr. Goldberg as well.

6 Look at it as much as you care to.  
7 Where I'd like to direct your attention, and  
8 have some questions, is in Pages 3 and 4, the  
9 report of the chief restructuring officer.

10 I guess before we get there, is chief  
11 restructuring officer the formal title you were  
12 given at these entities?

13 A. Internally, yes.

14 Q. On Page -- and during the course of the  
15 meetings, was it a regular part of the meetings  
16 that you would report to each of the boards?

17 A. Yes.

18 Q. If I can direct your attention to  
19 Page 4 of the minutes.

20 A. Page 4?

21 Q. Page 4.

22 MR. SEAR: It would be listed at  
23 the top. There you go.

24 BY MR. TZANETOPOULOS:

25 Q. And the minutes recite that:

1 Mr. Singleton reported that he, along with  
2 Mr. Gio and Julius Romero, have been  
3 negotiating with the Caribbean medical schools  
4 over the last two months to generate additional  
5 cash for Wyckoff and Caritas.

6 He stated that, we have been successful  
7 in both cases. Wyckoff received a wire  
8 transfer today from Ross University in the  
9 amount of \$4 million for prepaid medical  
10 student clerkship rotations. This should help  
11 relieve some of the cash flow problems for  
12 Wyckoff.

13 He mentioned that Caritas received  
14 \$3.7 million last week from Ross University.  
15 Mr. Singleton commented that this was done  
16 without expanding the slots.

17 When you made this report, did anybody  
18 at the board object to you having entered into  
19 any of these deals?

20 A. Again, I don't recollect the specific  
21 board meeting or this specific report. Sounds  
22 like a report I would make, and I have no  
23 recollection that anybody objected to the  
24 report.

25 Q. During your time at the hospitals, did



1 any board member ever object to you entering  
2 into a prepaid -- strike that. Start again.

3 During your time at the hospitals, did  
4 any board member ever object to you entering  
5 into a contract for prepaid medical student  
6 clerkships?

7 A. Not to my recollection.

8 Q. Did they express some satisfaction that  
9 cash was coming in the door?

10 A. We were in desperate need of cash.  
11 That would be my recollection; everybody was  
12 happy with these, because it did generate cash.

13 Q. Was one of the tasks you were given to  
14 generate cash for the hospitals?

15 A. Sorry. Repeat that.

16 (The question was read back by the  
17 reporter.)

18 THE WITNESS: Yes.

19 BY MR. TZANETOPOULOS:

20 Q. At any time while you were serving at  
21 the hospitals, did anyone on behalf of the  
22 hospitals, board members, management, anybody,  
23 suggest returning to Ross any of the money that  
24 Ross had paid under prepaid medical clerkship  
25 contracts?

1 A. That's a pretty sweeping statement.  
2 I -- I don't have any recollection one way or  
3 the other. I mean, that's a...  
4 Q. Who was -- or in what capacity did  
5 Claire Mullally work?  
6 A. To the best of my recollection, she was  
7 an attorney who actually lived here in  
8 Nashville and was returning to New York. And I  
9 believe Mr. Hoffman recommended that we hire  
10 her part time to help us with some legal  
11 issues. Somebody did, brought her to my  
12 attention, and we hired her part time to help  
13 us with legal issues at the three hospitals.

14 Q. Did you terminate or cause the  
15 termination of Mr. Gio's employment?

16 MR. SEAR: I'll object to the  
17 form.

18 But answer it.

19 THE WITNESS: Yes.

20 BY MR. TZANETOPOULOS:

21 Q. Why?

22 A. The state -- from the very beginning of  
23 our assignment, the state wanted Mr. Gio  
24 terminated. And I didn't do that initially,  
25 because I didn't think that was best for the

1 hospital. But the state kept agitating for it.  
2 And since they were funding us, eventually  
3 we -- the board and I succumbed to the pressure  
4 to do that.

5 Q. Did you terminate or cause to be  
6 terminated David Hoffman's employment?

7 A. Yes.

8 Q. Why?

9 A. I guess I have to answer that, huh?

10 Mr. Hoffman and I had disagreements on  
11 a number of issues. David -- really, it got to  
12 a point where we couldn't work together, so one  
13 of us had to go.

14 Q. On what issues did you disagree?

15 A. I --

16 MR. SEAR: Let me say that, you  
17 know, it's your deposition, but I'm not sure  
18 that this inquiry is really relevant to what's  
19 going on here. But, again, I just put that out  
20 there.

21 But, you know, Mr. Singleton, you  
22 should answer the question.

23 MR. LOUGHLIN: I'll put on the  
24 record as well, that if Mr. Tzanetopoulos  
25 wasn't going into this, we would as well.

1 THE WITNESS: You would?  
2 MR. LOUGHLIN: Yeah.  
3 THE WITNESS: Okay.  
4 MR. SEAR: Well, then you're both  
5 wrong.

6 Go right ahead. Do you recall the  
7 specific question?

8 THE WITNESS: Yes. Well, repeat  
9 the question.

10 (The question was read back by the  
11 reporter.)

12 BY MR. TZANETOPOULOS:

13 Q. Let me ask another question. And it  
14 goes back to the why question.

15 In detail, why is it that -- what  
16 disagreements caused you to terminate  
17 Mr. Hoffman?

18 A. Okay. Initially, the way I recollect  
19 it, it started over a fundraiser that the  
20 hospital was having. I made, personally, a  
21 fairly significant contribution to that  
22 fundraiser, because I felt like the hospital  
23 needed the money. And I sent out an e-mail to  
24 all the senior managers requesting that they  
25 consider making a contribution to the

1 fundraiser.  
2 Mr. Hoffman objected to that, felt like  
3 that was unfair pressure on senior managers to  
4 make contribution -- personal contributions to  
5 the fundraiser.

6 He began agitating with other senior  
7 managers about this issue, accusing me of  
8 things, by notes and other methods. Just was  
9 bizarre, in my opinion, and in the opinion of  
0 the other senior managers. It was bizarre.

1 I counseled David, asked him to stop.  
2 He, at one point, threatened to take me to the  
3 board over some issue. And I can't remember  
4 what the issue was.

5 And I asked what his basis was, and he  
6 refused to tell me. He said he would only tell  
7 the committee of the board. I said, well, go  
8 ahead and tell them. We need to get this  
9 resolved.

0 I can't recollect whether he ever did  
1 that or not, but it reached the point where I  
2 went to the board and said that he needed to be  
3 terminated. We couldn't work together as -- I  
4 mean, as you can see, signing all of these  
5 contracts and doing all this, I depended

1 heavily on the general counsel of the hospital,  
2 which was David Hoffman.

3 In fact, when I took over the  
4 hospitals, I put my office at Mary Immaculate,  
5 because I felt like that was symbolically the  
6 best place to put it, as apposed to Wyckoff or  
7 St. John's. And I moved David there with me,  
8 because we worked so closely together and I was  
9 so dependent upon him as general counsel. And  
0 we just couldn't work together any longer, so I  
1 went to the board and I said, you know, he  
2 needs to go.

3 The board was very reluctant.  
4 Mr. Rucigay and David had a very strong  
5 relationship, and Mr. Rucigay was obviously the  
6 chairman of the board.

7 And eventually I had to say, well,  
8 look, I can't continue in this position, if  
9 David is my general counsel. And so the board  
0 finally acquiesced and terminated David. He  
1 had a contract, so I think he got paid out of  
2 his contract.

3 Now, that's the best of my  
4 recollection. It's been, I don't know, three  
5 years, but that's the best of my recollection.

1 **Q. After Mr. Hoffman's departure, who was**  
2 **the -- or did the hospital have in-house**  
3 **counsel on which you relied?**

4 A. We -- what we did is we -- best of my  
5 recollection, we gave the lady you mentioned  
6 before --

7 **Q. Claire Mullally?**

8 A. Claire Mullally, made her -- I think  
9 her title was interim general counsel. And we  
10 brought someone in from Proskauer, a junior  
11 person who I can't remember his name. But he  
12 was there, not full time, but significant  
13 amount of time helping fill in in David's role.

14 (The above-referred to document  
15 was thereupon marked Singleton Exhibit No. 10.)  
16 BY MR. TZANETOPOULOS:

17 **Q. Mr. Singleton, the court reporter has**  
18 **handed you a document that she's marked as**  
19 **Exhibit Number 10. It's the January 10, 2008**  
20 **Wyckoff Heights Medical Center Board of**  
21 **Trustees minutes. Again, read as much as you**  
22 **like, but I'll have questions about your report**  
23 **on Page 4.**

24 A. Okay.

25 **Q. There's discussion of transferring**

1 **senior management employees from the payroll of**  
2 **Wyckoff Heights Medical Center to the payroll**  
3 **of Caritas.**

4 **What was the purpose of that transfer?**

5 A. To the best of my recollection, there  
6 was a central business office that primarily  
7 did -- collected accounts receivable, paid  
8 payables, did other accounting functions and  
9 central functions for all three hospitals.

10 There were two separate corporations.  
11 Caritas was St. John's and Mary Immaculate, and  
12 Wyckoff was a separate corporation. But there  
13 was one business office that did the same  
14 functions for all three hospitals for both  
15 corporations. Most of those employees, or all  
16 of those employees, were on Wyckoff's payroll.

17 Let me see if I can say this right.

18 Most of those business employees were  
19 on Wyckoff's payroll, but they obviously did  
20 work for Caritas. So to keep the cooperations  
21 separate, Caritas should pay Wyckoff for that  
22 service, and so -- Caritas didn't have the  
23 cash, so it was always something that didn't  
24 get paid. So we were building up an accounts  
25 payable, and the state didn't like funding us

1 to make payments to Wyckoff.  
 2 Remember, the state was only funding  
 3 Caritas. They were not funding Wyckoff. And  
 4 so we were building up this payable to Wyckoff,  
 5 and the state didn't want us to fund it. So we  
 6 couldn't move the employees in the business  
 7 office to Caritas' payroll, because they were  
 8 unionized, and that was an issue. The union  
 9 would not agree to that.  
 10 So we took management employees that  
 11 would be equal to the amount -- the monthly  
 12 amount that we were building up, and moved them  
 13 to Caritas' payroll, so that we would not be  
 14 building up a -- in other words, the two would  
 15 wash out with each other.  
 16 And so that was the purpose of that --  
 17 of this transfer of employees, to the best of  
 18 my recollection.  
 19 **Q. So the objective of this was to, I**  
 20 **guess, protect Wyckoff's balance sheet, when**  
 21 **you get done with it all?**  
 22 MR. SEAR: Object to form.  
 23 MR. LOUGHLIN: Object to form.  
 24 MR. TZANETOPOULOS: Let me ask a  
 25 better question, because they're right about

1 that loans had been made by a number of state  
 2 agencies to Caritas?  
 3 A. I was aware that cash advances had been  
 4 made to Caritas by the state.  
 5 **Q. Were you aware that, as part of those**  
 6 **agreements, Wyckoff had promised to subordinate**  
 7 **any of its claims for repayment from Caritas to**  
 8 **the agencies that had made those advances?**  
 9 MR. LOUGHLIN: Objection; lack of  
 10 foundation.  
 11 THE WITNESS: I don't have any  
 12 recollection of whether that's true or not.  
 13 MR. TZANETOPOULOS: Those are all  
 14 the questions I have right now.  
 15 MR. LOUGHLIN: Okay. We have a  
 16 few questions, but I don't think it will take  
 17 that long.  
 18 EXAMINATION  
 19 BY MR. LOUGHLIN:  
 20 **Q. Mr. Singleton, my name is Walter**  
 21 **Loughlin, and I represent the defendants in the**  
 22 **case of BQHC and Wyckoff.**  
 23 **You testified, in response to some**  
 24 **questions from Mr. Tzanetopoulos, that when the**  
 25 **FTI Cambio July 2007 agreement was entered**

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1 that. You won't hear me admit that often.  
 2 BY MR. TZANETOPOULOS:  
 3 **Q. Was the financial beneficiary of this**  
 4 **transfer Wyckoff?**  
 5 A. Yeah. I guess that's a fair way to  
 6 describe it. We were building up a payable to  
 7 Wyckoff. They weren't getting paid. This  
 8 meant that we weren't building -- that payable  
 9 wasn't growing any because of what we did, so  
 10 that was a benefit to Wyckoff.  
 11 **Q. Were Wyckoff and BQHC parties to**  
 12 **subordination agreements -- I'm sorry.**  
 13 **Were Wyckoff and BQHC parties to**  
 14 **subordination agreements that would have been**  
 15 **reached had Caritas repaid, in cash, debts owed**  
 16 **to Wyckoff?**  
 17 A. I'm sorry. I'm going to have to have  
 18 that repeated.  
 19 MR. SEAR: That's fine.  
 20 (The question was read back by the  
 21 reporter.)  
 22 THE WITNESS: I'm sorry. I don't  
 23 follow that question.  
 24 BY MR. TZANETOPOULOS:  
 25 **Q. Okay. You were aware, were you not,**

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1 **into, there was a stipulation that you would**  
 2 **have to assume a chief executive officer role;**  
 3 **is that correct?**  
 4 MR. SEAR: Object to form.  
 5 Are you asking him what his  
 6 testimony was or --  
 7 MR. TZANETOPOULOS: Same  
 8 objection.  
 9 BY MR. LOUGHLIN:  
 10 **Q. Do you recall?**  
 11 A. Yes.  
 12 **Q. And what was the source of that**  
 13 **stipulation?**  
 14 MR. TZANETOPOULOS: Object to  
 15 form.  
 16 THE WITNESS: I guess I can  
 17 answer, since he's asking?  
 18 MR. SEAR: Yeah.  
 19 THE WITNESS: Rick Zall, Rick Zall  
 20 said -- he was negotiating the contract. He  
 21 said if you want this contract, you have to  
 22 commit to be the full time CEO, and Bob  
 23 Goldberg has to commit to be the full time CFO.  
 24 BY MR. LOUGHLIN:  
 25 **Q. Are you drawing a distinction between**

66 the chief executive officer function and the title of chief executive officer?

MR. TZANETOPOULOS: Object to form.

THE WITNESS: I don't think so.

BY MR. LOUGHLIN:

**Q. Earlier I think you testified that the title of chief restructuring officer was for internal purposes.**

**Was the CEO title used by you for external purposes?**

MR. SEAR: Object to form.

But answer.

MR. TZANETOPOULOS: Object to form.

THE WITNESS: Yes. I mean, any time I was dealing with a contractor or whatever, I was CEO of the hospitals in an external capacity.

BY MR. LOUGHLIN:

**Q. Who was it that appointed you CEO of BQHC?**

A. I assume the board.

**Q. Are you aware of any -- are you aware of any writing that reflects that appointment?**

67 A. I have no recollection one way or the other. State made it very clear that that was the requirement, if they were going to continue to fund.

**Q. When you say the state, do you mean the Department of Health?**

A. Yes. People we met with at the state.

**Q. And who appointed you as CEO of Caritas?**

A. I assume the board.

**Q. You mean the board of Caritas?**

A. The board of Caritas.

**Q. Are you aware of any writing that reflects that appointment?**

A. I have no recollection one way or the other. That's the way that I functioned. The board knew that I functioned that way. There was never any question about it.

**Q. And did someone appoint you CEO of Wyckoff?**

MR. TZANETOPOULOS: Object to form.

THE WITNESS: That's my recollection, yes.

68 1 BY MR. LOUGHLIN:

2 **Q. It's your recollection that the board appointed you?**

3 A. Yes.

4 **Q. And are you aware of any board minutes, or other writing, that reflects that?**

5 A. No.

6 **Q. Do you have Exhibit 7 in front of you, which is the Administrative Services Agreement?**

7 A. Yes.

8 **Q. If I could ask you to turn to Page 3 of 23, which is BQHC 00491.**

9 And before I ask you a question about it, I mean, this is the -- this is the formal agreement between FTI Cambio and BQHC, Wyckoff and Caritas with respect to the assignment that you've testified about today, isn't it?

10 MR. TZANETOPOULOS: Object to form.

11 THE WITNESS: I mean, I can't testify that it is or isn't. I mean, it appears to be, but I mean, I don't --

12 BY MR. LOUGHLIN:

13 **Q. Well, I think you were asked earlier -- and I could direct your attention to the final**

69 1 **page, which I believe you testified bears your signature --**

2 A. Yes.

3 **Q. -- on behalf of FTI Cambio.**

4 A. Yes. I think the other one does too, though, the one that preceded this.

5 Is there not two? I thought there was two.

6 **Q. Yes. I think Exhibit 6.**

7 If you're able to shed any light on the differences between the two, I'd appreciate it. But I thought your testimony this morning was that you weren't sure.

8 A. I'm not. I'm not sure why there was two.

9 **Q. But if I could direct your attention back to Page 3 of 23 of Exhibit 7, Article II, direct your attention to the following language, which is 2.1 --**

10 A. Wait. Wait. Okay.

11 **Q. Are you with me?**

12 A. 2.1, special employees.

13 **Q. Yeah. I mean, it does say, does it not, that FTI Cambio shall provide BQHC with the on-site services of individuals to serve in**

1 the following positions, and it goes on to  
2 describe you as the chief restructuring  
3 officer; isn't that correct?  
4 A. That's what this says, yes.  
5 **Q. Are you aware of any provision in this**  
6 **agreement that specifies that you should be**  
7 **chief executive officer of BQHC, Caritas or**  
8 **Wyckoff?**  
9 MR. TZANETOPOULOS: Object to  
10 form.  
11 MR. SEAR: Note my objection to  
12 this line. The document is what it is. Either  
13 it's there or it isn't there.  
14 Asking him that kind of question,  
15 under these circumstances, I think is just a  
16 waste of time.  
17 But go ahead, answer it.  
18 THE WITNESS: What was the  
19 question again?  
20 BY MR. LOUGHLIN:  
21 **Q. The question was whether you're aware,**  
22 **with respect to Exhibit 7 -- which you signed**  
23 **on behalf of FTI Cambio -- whether it specifies**  
24 **any role other than chief restructuring**  
25 **officer, such as CEO of Wyckoff, Caritas or**

1 **BQHC?**  
2 MR. TZANETOPOULOS: Object to  
3 form.  
4 THE WITNESS: I mean, I have to  
5 read the documents. I'm not -- to answer your  
6 specific question, I am not aware. But without  
7 reading the entire document, I wouldn't know.  
8 But I would say that, in my  
9 experience, CRO is typically the CEO of the  
10 organization. And that's my experience of  
11 20-something years in this business. But we  
12 could quibble over whether that's true or not.  
13 But anyway, that's my experience  
14 and that's the way I operated in this  
15 situation. And that's certainly the way the  
16 state expected me to operate, and the board  
17 never told me not to operate that way.  
18 BY MR. LOUGHLIN:  
19 **Q. I'm not trying to quibble with you,**  
20 **Mr. Singleton.**  
21 A. Okay.  
22 **Q. My job is to ask questions, okay?**  
23 A. All right. Okay.  
24 **Q. Could I ask you to turn over to Page 2**  
25 **of 23, which is BQHC 00490, and direct your**

1 attention to the language that is set out  
2 under, paren, small D, closed paren; which  
3 says: Cambio shall have no authority to incur  
4 any liability on behalf of the hospital.  
5 Do you see that?  
6 A. Yes.  
7 **Q. During the time that you were working**  
8 **on this assignment, did you ever give any**  
9 **consideration to whether that provision, which**  
10 **states that Cambio has no authority to incur**  
11 **any liability, was consistent with signing**  
12 **contracts on behalf of BQHC or Wyckoff or**  
13 **Caritas?**  
14 MR. SEAR: I'd like to have an  
15 understanding as to whether he's permitted to  
16 go into attorney/client communications, that is  
17 communication with Mr. Hoffman or Proskauer or  
18 any other lawyer in answering the question.  
19 MR. LOUGHLIN: The pending  
20 question is simply whether Mr. Singleton gave  
21 any consideration to the consistency.  
22 If he goes on to answer a question  
23 that says it was considered and it was  
24 discussed, you know, with counsel, we'll reach  
25 that when we reach that. But we're not waiving

1 any privilege with respect to communications.  
2 MR. SEAR: Then, at this point,  
3 I'm going to say he's -- all he's asked you is  
4 whether you gave any consideration to that  
5 subject matter.  
6 THE WITNESS: Yes.  
7 MR. TZANETOPOULOS: Object to  
8 form.  
9 THE WITNESS: What?  
10 MR. TZANETOPOULOS: I objected to  
11 the form.  
12 MR. SEAR: Fine. Okay.  
13 BY MR. LOUGHLIN:  
14 **Q. And did you resolve, in your own mind,**  
15 **that there was no constraint arising from that**  
16 **provision in the Administrative Services**  
17 **Agreement, to you entering into contracts?**  
18 MR. TZANETOPOULOS: Object to  
19 form.  
20 MR. SEAR: You're just asking him  
21 a yes or no answer. You're not asking him  
22 to --  
23 MR. LOUGHLIN: Yes. Did he  
24 resolve it, in his own mind, that there was no  
25 constraint to entering into the contracts by



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1 virtue of the ASA prohibition on incurring  
2 liabilities.  
3 MR. SEAR: Okay. I'll object to  
4 the form.  
5 I don't know what it means to  
6 resolve in his own mind, whether that includes  
7 communications with others or not.  
8 MR. TZANETOPOULOS: Object to  
9 form.  
10 MR. SEAR: But as I understand the  
11 substance of the question, is that -- well, let  
12 me object to the form of the question.  
13 You know, answer it the best you  
14 can.  
15 Again, I don't know what it means  
16 to resolve in his own mind, whether that  
17 includes communications with others, the board,  
18 lawyers.  
19 But I think, at this point, he's  
20 not asking you for the substance of  
21 communications with counsel or the board.  
22 THE WITNESS: Well, I -- I mean,  
23 on a number of occasions, I asked various  
24 people in authority if I had the authority to  
25 sign contracts, and I was instructed that I

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1 did. And so I did sign contracts.  
2 BY MR. LOUGHLIN:  
3 **Q. And did you seek any advice from**  
4 **someone in authority with respect to the**  
5 **provision in the ASA, which prohibits the**  
6 **incurring of liabilities on behalf of the**  
7 **hospitals?**  
8 MR. SEAR: I object. I'm going to  
9 direct him not to answer the question.  
10 You can characterize this  
11 agreement; I can characterize this agreement.  
12 It's a false characterization. And I object to  
13 the form of the question, because I'm not clear  
14 whether you're asking him whether he discussed  
15 this particular provision, or the substance of  
16 his authority.  
17 So I ask you to rephrase the  
18 question.  
19 MR. LOUGHLIN: Why don't you just  
20 read the pending question again.  
21 (The question was read back by the  
22 reporter.)  
23 MR. SEAR: Are you asking him  
24 whether he sought legal advice with respect to  
25 this particular clause, or the substance of

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1 authority to enter into contracts.  
2 MR. LOUGHLIN: I was following up  
3 on the witness' prior answer, that he discussed  
4 the issue of his ability to enter into  
5 contracts with various people in authority.  
6 MR. SEAR: Right.  
7 MR. LOUGHLIN: Then I asked  
8 whether, in those discussions with people in  
9 authority, he discussed that provision in  
10 Paragraph D of the ASA.  
11 MR. SEAR: Okay. Do you  
12 understand the question? It's focused on the  
13 particular provision.  
14 THE WITNESS: I have no  
15 recollection that I discussed that particular  
16 clause.  
17 I did ask people in authority, and  
18 attorneys, given the agreement, did I have  
19 the -- the whole agreement that we had signed,  
20 did I have the authority to sign contracts.  
21 The answer came back yes.  
22 BY MR. LOUGHLIN:  
23 **Q. Can you tell me what -- first identify**  
24 **the people who you discussed this with.**  
25 A. Rick Zall, David Hoffman, Mr. Rucigay.

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1 People in authority at the hospital. I don't  
2 sign contracts that they don't think I should  
3 sign, or that I didn't have the authority to  
4 sign.  
5 I also discussed it with the attorneys  
6 at FTL. Not this particular clause, but what  
7 is the scope of my authority under this  
8 agreement.  
9 **Q. Could you describe what the process**  
10 **would be when you enter into a -- excuse me.**  
11 **What procedure was established for you**  
12 **to submit contracts for board approval?**  
13 MR. TZANETOPOULOS: Object to  
14 form.  
15 MR. SEAR: Object to form. That  
16 assumes a fact not in evidence, and I don't  
17 know what you mean by procedure being  
18 established.  
19 But answer it, if you can.  
20 THE WITNESS: To my recollection,  
21 I never signed a contract at BQHC, Caritas or  
22 Wyckoff without the approval of Rick Zall and  
23 Mr. Rucigay, and they would tell me whether it  
24 had to go to the board or not.  
25

1 BY MR. LOUGHLIN:  
2 **Q. With respect, for instance, to the**  
3 **first Amendment to the Affiliation Agreement,**  
4 **which I believe is marked Exhibit 2, do you**  
5 **have a recollection of obtaining prior approval**  
6 **for that contract to be signed?**

7 MR. SEAR: Let me ask counsel,  
8 you're asking that question and you're still  
9 saying you're asserting the attorney/client  
10 privilege? I don't know how you can do that  
11 fairly.

12 We've been very careful and  
13 observant, in terms of your implication of the  
14 privilege. You have now waded into with a line  
15 of questions -- after the witness has made it  
16 clear that the approval process included  
17 counsel, both in-house counsel and outside  
18 counsel, I don't see how he can fairly answer  
19 the question, that question, without going into  
20 privileged communications.

21 MR. LOUGHLIN: I'm not asking him  
22 for any communications. I asked him -- I think  
23 the pending question was whether he obtained  
24 prior approval before the first Amendment was  
25 executed.

1 recollection about this being any different  
2 than the process.  
3 MR. LOUGHLIN: Let me just take a  
4 break for a second.

5 (Discussion off the record.)

6 BY MR. LOUGHLIN:

7 **Q. Mr. Singleton, directing your attention**  
8 **to the time that you began in the CRO role in**  
9 **the summer of 2007, was there a procedure**  
10 **established for the review of and approval of**  
11 **contracts that would be entered into?**

12 MR. TZANETOPOULOS: Object to  
13 form.

14 MR. SEAR: Note my objection to  
15 the form, and I think he's already answered  
16 that.

17 But if you have anything to add,  
18 go right ahead.

19 THE WITNESS: To the best of my  
20 recollection, I have told you what I thought  
21 the procedure was. If you want me to repeat  
22 that, I will.

23 BY MR. LOUGHLIN:

24 **Q. I would appreciate it if --**

25 MR. SEAR: No. We're not here to

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1 MR. SEAR: You're simply asking  
2 him for the fact.

3 MR. LOUGHLIN: Yes. Yes.

4 MR. TZANETOPOULOS: Object to  
5 form.

6 MR. SEAR: Do you understand the  
7 distinction?

8 THE WITNESS: Yes, I think I do.  
9 I don't have a specific

10 recollection of who I talked to, if anyone,  
11 about this agreement, the first Amendment.

12 I can tell you that I didn't draft  
13 it, I didn't review it. Legal counsel drafted  
14 it, and -- their legal counsel may have  
15 drafted, I don't remember. But our legal  
16 counsel certainly reviewed it, either  
17 Mr. Hoffman or Mr. Zall, or someone they  
18 appointed, and they told me it was approved for  
19 signature. That's the way it always worked.

20 And they would talk to Mr. Rucigay  
21 about it, or I would talk to Mr. Rucigay about  
22 it. And if it needed to go to the board, it  
23 would go to the board. I mean, that was the  
24 process.

25 I don't have any specific

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1 repeat anything. No. We're not. It's a total  
2 waste.

3 I'll be happy -- you want to go to  
4 the judge on this? We're not here to have the  
5 witness repeat his testimony.

6 I'm directing him not to answer.  
7 It's just abusive.

8 BY MR. LOUGHLIN:

9 **Q. Let me try once again.**

10 **Directing your attention to the**  
11 **beginning of your engagement as CRO, was there**  
12 **a procedure established whereby drafts of**  
13 **agreements were reviewed by Mr. Hoffman, prior**  
14 **to the execution of those agreements by you?**

15 MR. TZANETOPOULOS: Object to  
16 form.

17 MR. LOUGHLIN: Objection.

18 To the extent you have any facts,  
19 recollection to add to what you've already  
20 testified to, please add.

21 THE WITNESS: My recollection is,  
22 and my normal practice is, I would never sign a  
23 contract without it being reviewed by legal  
24 counsel for the hospital.

25 So yes, it's my recollection that



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1 Mr. Hoffman, as long as he was functioning as  
2 general counsel, reviewed it.

3 BY MR. LOUGHLIN:

4 **Q. And then subsequently it would be**  
5 **submitted to the board for approval?**

6 MR. TZANETOPOULOS: Object to the  
7 form.

8 MR. SEAR: Object to the form.

9 THE WITNESS: Depended on what  
10 Mr. Rucigay wanted to do.

11 I do not recollect that there was  
12 any -- I don't recollect there were any  
13 specific levels of contracts that had to be  
14 submitted to the board. It was more about what  
15 general counsel and Mr. Rucigay would  
16 recommend, and Rick Zall would recommend, is my  
17 recollection.

18 BY MR. LOUGHLIN:

19 **Q. And your recollection is that these**  
20 **kinds of discussions about contracts, with**  
21 **Mr. Rucigay and others, would occur outside of**  
22 **board meetings?**

23 A. I certainly had lots of conversations  
24 with Mr. Rucigay and Mr. Zall outside of board  
25 meetings, yes.

1 BY MR. LOUGHLIN:

2 **Q. Do you have any recollection of whether**  
3 **the funding actually was received?**

4 A. Fifty million was not received. I do  
5 recollect that.

6 **Q. Could I ask you to place Exhibit 9 in**  
7 **front of you? And may I direct your attention**  
8 **to Page 3 of the exhibit, which is the**  
9 **December 20, 2007 Wyckoff Board of Trustees**  
10 **minutes.**

11 A. Page 3 of this exhibit?

12 **Q. Yes, which is BQHC 03882.**

13 A. Right.

14 **Q. At the bottom of the page, there's a**  
15 **sentence under the heading of the report of the**  
16 **chief restructuring officer: Mr. Singleton**  
17 **reported that he submitted a request to the**  
18 **state to reduce the current \$14 million to the**  
19 **board approved \$10 million.**

20 **Can you tell me what that refers to?**

21 A. No, cannot.

22 **Q. Do you have a recollection of what the**  
23 **level of investment in Caritas was from**  
24 **Wyckoff?**

25 MR. SEAR: Object to the form.

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1 **Q. Could I ask you to place Exhibit 10 in**  
2 **front of you, which is the January 10, 2008**  
3 **Wyckoff board meeting minutes.**

4 A. Okay.

5 **Q. Directing your attention to Page 5,**  
6 **which is BQHC 0010.**

7 A. Okay.

8 **Q. In particular, the first full paragraph**  
9 **on that page, there is a reference, is there**  
10 **not -- and you should read it to yourself if**  
11 **you want.**

12 You're reporting to the board that you  
13 intended to make an application for \$50 million  
14 in funding from the -- from the state. I  
15 assume the Department of Health, but you can  
16 specify. It doesn't say here.

17 **Can you tell me whether that**  
18 **application was, in fact, made?**

19 MR. TZANETOPOULOS: Object to  
20 form.

21 THE WITNESS: I made a number of  
22 presentations to the state. I would assume  
23 that this probably was made, but I don't have  
24 any specific recollection of it or not.  
25

1 But answer.

2 THE WITNESS: No. I don't have a  
3 recollection. I wouldn't characterize it as an  
4 investment, but I don't have a recollection --  
5 it would actually be a loan, but I don't have a  
6 recollection of the amount.

7 BY MR. LOUGHLIN:

8 **Q. Well, could I ask you to direct your**  
9 **attention to Exhibit 4, and Page 18 of that**  
10 **exhibit?**

11 A. Okay.

12 **Q. I think you described this earlier as**  
13 **a -- as a report that was prepared for the**  
14 **state about various scenarios with respect to**  
15 **the Caritas hospitals.**

16 A. I think I described it as something in  
17 the form that we would have done. I can't  
18 testify to the fact that this was the very  
19 report that we presented to them, but yes.

20 **Q. Well, if I could direct your attention**  
21 **to Page 18, and ask you whether the reference**  
22 **to the \$3 million loan due Wyckoff will be paid**  
23 **off by December 31, and the \$9.6 million in**  
24 **related-party payables for shared services and**  
25 **IT will be paid to Wyckoff by December 31,**

1 whether that refreshes your recollection about  
2 the level of loans or investment made by  
3 Wyckoff in Caritas?

4 A. No. It doesn't refresh my  
5 recollection. I have no reason to believe  
6 these numbers are inaccurate, if that's what  
7 you're asking. But it doesn't -- I mean, it  
8 doesn't help me remember, without looking at  
9 this sheet, what those were. I mean, I have no  
10 recollection, but I have no reason to believe  
11 those are incorrect.

12 Q. Directing your attention to the subject  
13 that you testified about earlier, about the  
14 transfer of nonunion employees from Wyckoff  
15 payroll to the Caritas payroll --

16 A. Uh-huh. Yes.

17 Q. -- I believe you testified, did you  
18 not, that the -- a purpose of that was to  
19 reduce the growth of a payable from Caritas to  
20 Wyckoff; is that right?

21 A. Yes. That's what I testified to.

22 Q. And do you have a recollection of what  
23 the level of that payable was?

24 A. No. I assume -- this 9.6 refers to  
25 that issue, shared services and IT. That was

1 Wyckoff. And all, but three board members, at  
2 Caritas were board members of Wyckoff. I  
3 believe that's the number, to best of my  
4 recollection.

5 So a while, their main interest was  
6 Wyckoff. They did not want Caritas to bring  
7 down Wyckoff. And so a lot of them expressed  
8 that legitimate concern.

9 Q. Do you have a recollection, for  
10 instance, of Mr. Rucigay saying to you, in  
11 substance, that if the Wyckoff resources  
12 continued to flow to Caritas, there could be  
13 three bankrupt hospitals?

14 A. Absolutely.

15 MR. TZANETOPOULOS: Object to  
16 form.

17 THE WITNESS: I mean, whether he  
18 used those exact words, I don't know. But that  
19 was obviously his concern.

20 BY MR. LOUGHLIN:

21 Q. Can you tell me, Mr. Singleton, what  
22 your understanding was of the goals of the FTI  
23 Cambio engagement --

24 MR. TZANETOPOULOS: Object to the  
25 form.

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1 the payable that was building up. That's what  
2 that's referring to.

3 That it was at the level of  
4 9.6 million, I have no recollection. But,  
5 again, I have no reason to believe this is  
6 inaccurate.

7 Q. Did anyone, during the time period of  
8 time that you were there -- which, I believe  
9 was summer of 2007 until September of 2008 --

10 A. End of September.

11 Q. -- did any board member or management  
12 of Wyckoff express concern to you about the  
13 level of Wyckoff resources which were being  
14 devoted to Caritas?

15 A. Yes.

16 MR. TZANETOPOULOS: Object to  
17 form.

18 THE WITNESS: I'm sorry?

19 BY MR. LOUGHLIN:

20 Q. And who was it who would have expressed  
21 that concern to you?

22 A. Well, Wyckoff was an independent  
23 hospital that had a board. When they decided  
24 to buy Caritas, they formed BQHC, and most of  
25 the board members at BQHC were board members of

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1 MR. LOUGHLIN: -- from summer of  
2 '07 to fall of '08?

3 MR. TZANETOPOULOS: Object to  
4 form.

5 THE WITNESS: Was to try to  
6 stabilize these three hospitals, primarily the  
7 two Caritas hospitals, from a cash flow  
8 standpoint.

9 BY MR. LOUGHLIN:

10 Q. You mean stabilize the financial  
11 condition?

12 A. Right.

13 Q. How many full-time employees from FTI  
14 Cambio worked on the engagement, if you can  
15 estimate?

16 A. You know, at various times, various  
17 numbers. I would say anywhere from a low of  
18 five, maybe to a high of 15 to 20.

19 Those are rough -- I mean, there are  
20 detailed records at FTI about how many there  
21 are, but I don't remember exactly.

22 Q. What would you say were the  
23 accomplishments of the engagement?

24 MR. TZANETOPOULOS: Object to the  
25 form.

MR. SEAR: Object to the form.  
But answer as best you can.  
THE WITNESS: We tried a number of  
different strategies to try to stabilize those  
hospitals.

BY MR. LOUGHLIN:

**Q. And did you achieve that?**

A. No.

**Q. I believe you testified -- directing  
your attention to the first Amendment of the  
Affiliation Agreement -- that the -- that that  
involved a strategy of paying the balance of  
the note to AUC, and selling the AUC slots to  
Ross; is that right?**

MR. TZANETOPOULOS: Object to  
form.

MR. SEAR: Are you asking him what  
he testified to or --

MR. LOUGHLIN: Well, in substance,  
what I'm trying to do is direct his attention  
to the subject.

MR. SEAR: Fine.

Do you recall that testimony,  
whatever it was?

THE WITNESS: Yes.

A. Right. Yes. I am aware of that.

**Q. -- by AUC against Caritas, Wyckoff and  
BQHC?**

A. Yes, I am.

**Q. And that that lawsuit has resulted in a  
\$5 million judgment against BQHC and Wyckoff?**

A. No. I wasn't aware of that. I'm  
surprised. I guess I got bad counsel.

**Q. Could we go back to Exhibit 4 for a  
minute? I have to find that myself. I think  
that's the PowerPoint.**

MR. SEAR: Yep.

BY MR. LOUGHLIN:

**Q. If I can direct your attention to  
Page 18, which had a sentence that  
Mr. Tzanetopoulos asked you about. It states:  
The \$8.5 million of deferred revenue accrued  
for medical student education will be amortized  
by later rotations done at St. John's Queens  
Hospital and Wyckoff with no impact on cash  
flow.**

**Do you have a recollection, at any time  
while you were involved in the engagement in  
'07 and '08, whether you were authorized to  
move students from one hospital to another who**

BY MR. LOUGHLIN:

**Q. And was that strategy successful?**

MR. TZANETOPOULOS: Object to  
form.

THE WITNESS: As I recollect, I  
was advised by legal counsel --

MR. SEAR: Okay. Don't -- at this  
point --

MR. LOUGHLIN: Yeah. I don't want  
you to -- I don't want you to disclose any  
communications that you had with counsel at the  
time.

My question was -- my question to  
you was whether the strategy of replacing the  
ACU slots --

THE WITNESS: Well, the strategy  
was to get -- as all the strategies were, was  
to get more cash into these institutions, so  
they can continue to survive while we  
stabilized them. My recollection is we  
achieved that end, but not the way that we  
intended to.

BY MR. LOUGHLIN:

**Q. You are aware, are you not, that that  
strategy gave rise to a lawsuit --**

**were involved in clerkship rotations?**

MR. TZANETOPOULOS: Object to the  
form.

MR. SEAR: I'll object to form.

But answer it as best you can.

THE WITNESS: It is my  
recollection that we moved students fairly  
freely between St. John's and Mary Immaculate,  
because they were the same corporation.

I don't have any recollection that  
we did that with Wyckoff. But, again, that's  
my recollection.

MR. LOUGHLIN: That's all I can  
ask you for, is your best recollection.

Could I just have a moment?

BY MR. LOUGHLIN:

**Q. Mr. Singleton, did you have any  
awareness, during the time that you were  
involved, that there were clerkship rotations  
available at one or more ambulatory  
facilities --**

MR. TZANETOPOULOS: Object to  
form.

BY MR. LOUGHLIN:

**Q. -- of Caritas, such as St. Matthew's.**

1 A. Sorry. Repeat the question.  
2 (The question was read back by the  
3 reporter.)  
4 THE WITNESS: I have no  
5 recollection about that one way or the other.  
6 BY MR. LOUGHLIN:  
7 Q. Mr. Tzanetopoulos asked you about your  
8 employment, and I believe you responded that  
9 you were currently retired.  
10 Are you doing any consulting for any  
11 hospital or hospital systems?  
12 A. I'm doing a project for FTI currently,  
13 consulting project as an independent  
14 contractor.  
15 Q. And do you have any equity interest in  
16 FTI?  
17 A. No.  
18 Q. You were an equity owner of FTI Cambio,  
19 were you not?  
20 A. We sold Cambio to FTI. We got cash and  
21 stock in FTI. It's not FTI Cambio. I mean, it  
22 was stock in FTI.  
23 Q. FTI consulting?  
24 A. Yeah.  
25 Q. Do you know who conferred various

1 A. I don't remember when Mr. Hoffman left  
2 for sure.  
3 Q. But I think you testified, did you not,  
4 that when Mr. Hoffman was gone, you tended to  
5 seek counsel from either Proskauer or  
6 Miss Mullally; is that right?  
7 A. Primarily Proskauer.  
8 Q. If I can direct your attention to that  
9 portion of Exhibit 1, which has the language  
10 that Mr. Tzanetopoulos referred you to.  
11 It's at Ross 0064. It's toward the end  
12 of the exhibit, about a page or two before the  
13 signature block.  
14 A. Uh-huh.  
15 Q. Do you have any recollection,  
16 independent of this document, of ever being  
17 familiar with the particular issue that's set  
18 forth in that language?  
19 MR. TZANETOPOULOS: Object to  
20 form.  
21 MR. SEAR: You're talking about  
22 the first full sentence, or the second  
23 sentence?  
24 MR. LOUGHLIN: No. The sentence  
25 begins, in the event the hospital; and ends

1 titles on Mr. Romero, such as a title at BQHC?  
2 MR. TZANETOPOULOS: Object to  
3 form.  
4 THE WITNESS: I have no  
5 recollection what his title was or who  
6 conferred him.  
7 BY MR. LOUGHLIN:  
8 Q. Directing your attention to the first  
9 agreement, the Affiliation Agreement, which is  
10 Exhibit 1. I know this is the agreement that  
11 was entered into in 2006, before you're arrival  
12 on the scene.  
13 A. Oh, okay. Yes.  
14 Q. But did you review this, either on your  
15 own or with counsel, in connection with the  
16 work that was done on the first and Second  
17 Amendments to this agreement?  
18 A. Again, I do not specifically recollect  
19 doing that. But that would have been a normal  
20 course of action that I would take, is review  
21 the existing agreement with legal counsel.  
22 Q. And you know the period of time that  
23 the first and second agreements were entered  
24 into was the period of time that Mr. Hoffman  
25 was not there; isn't that right?

1 with, other facilities.  
2 THE WITNESS: I must be --  
3 MR. SEAR: You're on the right  
4 page. It's this sentence.  
5 THE WITNESS: Oh.  
6 Okay. What's the question again?  
7 BY MR. LOUGHLIN:  
8 Q. The question was whether you have any  
9 independent recollection of this term, during  
10 2007 and 2008, when you were working on the FTI  
11 Cambio engagement?  
12 MR. TZANETOPOULOS: Object to the  
13 form.  
14 MR. SEAR: I'll object to the  
15 form.  
16 MR. LOUGHLIN: Why don't you read  
17 the pending question?  
18 (The question was read back by the  
19 reporter.)  
20 BY MR. LOUGHLIN:  
21 Q. I'll just repeat the language, just so  
22 there is no ambiguity.  
23 In the event the hospitals are not  
24 operative, and the university is not in  
25 material breach of the agreement, BQHC agrees

1 to provide the university with an equivalent  
2 number of clerkships, as agreed to herein, at  
3 one or more of its other facilities.  
4 MR. TZANETOPOULOS: Object to  
5 form.  
6 MR. SEAR: Object to the form.  
7 But you may answer.  
8 THE WITNESS: Okay. The form of  
9 the question is, do I have any independent  
10 knowledge?  
11 BY MR. LOUGHLIN:  
12 **Q. Did you have any independent**  
13 **recollection of being familiar with this --**  
14 **A. No.**  
15 **Q. -- during 2007 and 2008?**  
16 **A. No. No.**  
17 **Q. What was your understanding of the**  
18 **purpose of BQHC?**  
19 MR. SEAR: Object to the form.  
20 You may answer.  
21 MR. TZANETOPOULOS: Object to  
22 form.  
23 THE WITNESS: The purpose of BQHC,  
24 is that how it was said?  
25 MR. LOUGHLIN: Yes.

1 THE WITNESS: Was to coordinate  
2 the activities between the two corporations,  
3 Caritas and Wyckoff.  
4 BY MR. LOUGHLIN:  
5 **Q. Was it an operating entity?**  
6 MR. TZANETOPOULOS: Object to  
7 form.  
8 THE WITNESS: I would not define  
9 it as an operating entity. It had no operating  
10 assets, if that's what you mean, to my  
11 recollection.  
12 BY MR. LOUGHLIN:  
13 **Q. Do you have a recollection of when the**  
14 **board at Wyckoff first asked for the flow of**  
15 **assets and money from Wyckoff to Caritas to**  
16 **stop?**  
17 MR. TZANETOPOULOS: Object to  
18 form.  
19 MR. SEAR: Object to the form,  
20 because it assumes a fact not in evidence.  
21 But go ahead and answer.  
22 THE WITNESS: My recollection  
23 would be very early in the assignment. That  
24 was a constant concern of the board at Wyckoff.  
25

1 BY MR. LOUGHLIN:  
2 **Q. Directing your attention to your**  
3 **testimony earlier today, in which you described**  
4 **Mr. Hoffman's activities in relation to the**  
5 **fundraiser as being thought of as bizarre, do**  
6 **you have a recollection of what Mr. Hoffman did**  
7 **or said that was regarded by your or others as**  
8 **bizarre?**  
9 MR. SEAR: I think that misstates  
10 the testimony. I think the testimony was  
11 actions going well beyond the initial instance  
12 of the fundraiser were described by the witness  
13 as bizarre.  
14 But answer the question.  
15 THE WITNESS: That would certainly  
16 be my testimony, yes. No. No.  
17 MR. LOUGHLIN: I understand.  
18 THE WITNESS: At one point, he was  
19 slipping notes under other senior management  
20 doors, closed office doors, accusing me of  
21 certain things that seemed bizarre to me and  
22 other managers. That's one thing, one instance  
23 that sticks out.  
24 BY MR. LOUGHLIN:  
25 **Q. Accusing you of what?**

1 **A. I don't remember. I mean, I really**  
2 **don't remember. It was so -- I don't remember**  
3 **exactly what his accusations were.**  
4 **Q. Well, do you have a recollection of**  
5 **what you believe he was saying to senior staff**  
6 **about the fundraiser?**  
7 **A. Let's separate the two issues.**  
8 I remember, specifically, the  
9 fundraiser was the first time that I remember  
10 that he and I had a controversy. I am not  
11 saying -- as I said, I don't intend to say that  
12 that was the controversy that continued. I  
13 just said that was the first time I remember a  
14 controversy between he and I, was over the  
15 fundraiser.  
16 Then it morphed into other things,  
17 which, to be honest with you, I cannot remember  
18 exactly what they were. Maybe we can put him  
19 on the stand and he can testify as to what they  
20 were and that might refresh my memory.  
21 **Q. Let me just try one last time.**  
22 **Direct your attention solely to the**  
23 **issue of the fundraiser.**  
24 **A. Okay.**  
25 **Q. Do you have a recollection of what**



1 **Mr. Hoffman was saying to other senior staff**  
2 **about the request that they participate in the**  
3 **fundraiser?**

4 A. I don't recollect, one way or the  
5 other, whether he said anything to the other  
6 senior staff about whether they participate in  
7 the fundraiser. He and I had some conversation  
8 about his participation in the fundraiser.

9 Okay. Again, I did not intend for my  
10 testimony to say that was the issue that he was  
11 addressing with other senior managers. It  
12 could have been initially, but then that  
13 morphed into other things, but I don't remember  
14 exactly what they were.

15 But, at one point, he said he was going  
16 to the board's -- committee on the board with  
17 an accusation against me. And when I asked him  
18 what that accusation was, he wouldn't tell me.  
19 I do remember that. But I don't remember if he  
20 ever went to the committee or not.

21 I mean, but anyway.

22 MR. LOUGHLIN: I think we're done.  
23 Thank you very much, Mr. Singleton.

24 MR. TZANETOPOULOS: Just a few  
25 more, raised by Mr. Loughlin's questions.

1 **with about this strategy?**

2 A. Again, if he was still an employee of  
3 the company, that's where I would have started;  
4 but I have no specific recollection of that.

5 **Q. Fair enough. Mr. Loughlin asked you**  
6 **about your understanding of your authority to**  
7 **sign contracts on behalf of the different**  
8 **entities, and you identified some individuals**  
9 **that you talked to about that authority.**

10 **And if I'm remembering this right, you**  
11 **talked to Mr. Rucigay, Mr. Hoffman and**  
12 **Mr. Zall, correct?**

13 A. That's my recollection, yes.

14 **Q. Anybody else?**

15 A. Again, I think I testified I talked to  
16 people from FTI about their understanding of  
17 the contract.

18 **Q. Let's start with Mr. Rucigay. What did**  
19 **Mr. Rucigay tell you about your authority to**  
20 **sign contracts?**

21 A. He said I had the authority to sign  
22 contracts.

23 **Q. What did Mr. Zall tell you about your**  
24 **authority to sign contracts?**

25 MR. HOFFMAN: Objection --

1 EXAMINATION

2 BY MR. TZANETOPOULOS:

3 **Q. Let me direct your attention to**  
4 **Exhibit 8. That's the e-mail chain between you**  
5 **and Mr. Romero.**

6 MR. LOUGHLIN: Off the record.  
7 (Discussion off the record.)

8 BY MR. TZANETOPOULOS:

9 **Q. You and Mr. Loughlin had some**  
10 **discussion about strategy, selling slots to**  
11 **Ross and buying out AUC. And I believe you**  
12 **testified that you consulted with legal counsel**  
13 **about the strategy.**

14 **If I can direct your attention to the**  
15 **bottom of Exhibit 8. Mr. Romero writes --**

16 MR. SEAR: Which page?

17 MR. TZANETOPOULOS: Second one,  
18 19858.

19 BY MR. TZANETOPOULOS:

20 **Q. If we go with Plan B, I recommend an**  
21 **airtight exit with a complete review of the**  
22 **agreement with AUC. I sent David Hoffman a**  
23 **copy of the contract last month, then he goes**  
24 **on.**

25 **Was it Mr. Hoffman that you consulted**

1 MR. LOUGHLIN: Objection,  
2 privileged.

3 MR. TZANETOPOULOS: You've opened  
4 that door.

5 MR. LOUGHLIN: No.

6 MR. SEAR: Without -- I'm not  
7 going to take a position on whether the  
8 privilege has been waived or not.

9 But in light of the position taken  
10 by counsel for the hospital, I'm going to  
11 direct the witness not to answer.

12 BY MR. TZANETOPOULOS:

13 **Q. What did Mr. Hoffman tell you about**  
14 **your authority to sign contracts?**

15 MR. LOUGHLIN: Objection,  
16 privileged.

17 MR. TZANETOPOULOS: You've opened  
18 the door.

19 MR. SEAR: Same direction.

20 BY MR. TZANETOPOULOS:

21 **Q. After consulting with Mr. Zall and**  
22 **Mr. Hoffman, did you think you had authority to**  
23 **sign contracts on behalf of these entities?**

24 MR. LOUGHLIN: Objection. That's,  
25 essentially, a backdoor way of asking what the

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1 substance of the communication was. We'll  
 2 invoke the privilege.  
 3 MR. TZANETOPOULOS: And, again,  
 4 you've gone exactly that route in the opposite  
 5 direction. You cannot use conversations with  
 6 counsel as a sword, and then assert the shield.  
 7 MR. LOUGHLIN: I don't think that  
 8 there's any particular reason to burden the  
 9 record with colloquy on this. We've asserted  
 10 privilege. Counsel for the witness has  
 11 instructed him not to answer, with respect to  
 12 this line.  
 13 If you want to go to the Court,  
 14 we'll take it up with the judge.  
 15 MR. TZANETOPOULOS: Okay.  
 16 MR. SEAR: Note my objection.  
 17 We raised this issue of privilege  
 18 weeks and weeks and weeks ago, and we've had --  
 19 this witness has been available. He was  
 20 preliminary scheduled for his first deposition.  
 21 So the fact that we're now at this point is not  
 22 our fault, or doesn't lay with us.  
 23 But I'm going to have to follow  
 24 with the position taken by counsel, given the  
 25 importance of the privilege.

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1 MR. LOUGHLIN: I'll just say on  
 2 the record, as well, because there was no way  
 3 of avoiding it, because we had no knowledge  
 4 beforehand of what the witness would testify to  
 5 about the basis of some of his beliefs were.  
 6 And we learned today that, you  
 7 know, he said that some of his understanding of  
 8 certain issues were based on consultation with  
 9 counsel, and we didn't pursue to elicit any  
 10 communications with respect to those  
 11 consultations.  
 12 MR. SEAR: Let me make it clear  
 13 that I absolutely disagree with that factual  
 14 statement.  
 15 In connection with the lawsuits  
 16 brought against my client, by Mr. Loughlin's  
 17 clients, we made it perfectly clear, on no  
 18 uncertain terms, that the contracts and the  
 19 actions of Mr. Singleton and Mr. Goldberg were  
 20 fully authorized, not simply by the board, not  
 21 simply by Mr. Rucigay, but by counsel at  
 22 Proskauer and internal counsel. That's been  
 23 the clear position that we have articulated to  
 24 counsel for the hospitals at all times.  
 25 And so we have a factual

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1 disagreement on that. But nonetheless, I'm  
 2 going to follow the position of counsel, and  
 3 I'm going to direct you not to answer.  
 4 I think the record is clear now.  
 5 I don't think you need to make more of a  
 6 record, in terms of the implication of the  
 7 privilege, and whatever you want to do with  
 8 that.  
 9 BY MR. TZANETOPOULOS:  
 10 **Q. Referring you back to your testimony**  
 11 **about the transfer of senior management**  
 12 **employees between the payrolls of Wyckoff and**  
 13 **Caritas, was it you that made the decision to**  
 14 **make those transfers?**  
 15 A. My recollection is it was my  
 16 recommendation to the board -- boards that we  
 17 make those transitions. It was my idea.  
 18 MR. TZANETOPOULOS: That's all I  
 19 have.  
 20 Thank you. Thank you very much,  
 21 sir.  
 22 THE REPORTER: Do you want to  
 23 order this?  
 24 MR. TZANETOPOULOS: Yes, please.  
 25 THE REPORTER: Do you want a copy

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1 of this?  
 2 MR. LOUGHLIN: Yes, I do.  
 3 MR. SEAR: He does not waive  
 4 signature.  
 5 THE REPORTER: Do you want a copy  
 6 of this?  
 7 MR. SEAR: Not a separate copy.  
 8 MR. LOUGHLIN: Mini and an  
 9 E-transcript.  
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ERRATA

I, THOMAS SINGLETON, having read the foregoing deposition, Pages 1 through 109, taken July 8, 2011, do hereby certify said testimony is a true and accurate transcript, with the following changes, if any:

PAGE	LINE	SHOULD HAVE BEEN
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THOMAS SINGLETON

Notary Public

My commission expires: \_\_\_\_\_

CERTIFICATE OF REPORTER

I, Trine M. Mitchell, RPR, Notary Public and Court Reporter, do hereby certify that I recorded to the best of my skill and ability by machine shorthand all the proceedings in the foregoing transcript, and that said transcript is a true, accurate and correct transcript to the best of my ability.

I FURTHER CERTIFY that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

Signed this 19th day of July, 2011.

Trine M. Mitchell, RPR

My commission expires: 1/6/15

Tennessee LCR No. 284

Expires: 6/30/2012